

Certificate of Insurance

Effective November 29, 2021

HSBC Cash Rewards Mastercard® Cardholders

Master Policy: HSBC112021

This Certificate of Insurance contains clauses which may limit the amount payable.

This Certificate of Insurance contains information about Your insurance coverage. Please read it carefully and keep it in a safe place. Refer to the Definitions section and the paragraph following this one for the meaning of all capitalized terms.

Insurance coverage is underwritten by American Bankers Insurance Company of Florida (hereinafter referred to as the "Insurer") under Master Policy number HSBC112021 (hereinafter referred to as the "Policy") issued by the Insurer in the course of its business in Canada to HSBC Bank Canada (hereinafter called the "Policyholder"). Claim payments and administrative services under the Policy are arranged by the Insurer.

The terms, conditions and provisions of the Policy are summarized in this Certificate of Insurance, which is incorporated into and forms part of the Policy.

All benefits are subject in every respect to the Policy, which alone constitutes the agreement under which benefits will be provided. You, or a person making a claim under the Certificate of Insurance, may request a copy of the Policy and/or a copy of Your application for this insurance (if applicable) by writing to the Insurer at the address shown below.

In no event will a corporation, partnership or business entity be eligible for the insurance coverage provided by the Certificate of Insurance.

American Bankers Insurance Company of Florida

Canadian head office is located at **5000 Yonge Street, Suite 2000, Toronto, Ontario, M2N 7E9.**

Definitions

Throughout the Certificate of Insurance, all capitalized terms have the specific meaning provided below:

Accidental Damage means damage caused by an unexpected and unintentional external event such as drops, cracks, and spills that occur during normal daily usage of a Mobile Device as the manufacturer intended.

Account means the Primary Cardholder's HSBC Mastercard account which is in Good Standing with the Policyholder.

Cardholder means the primary Cardholder and any supplemental Cardholder, who is a natural person, resident in Canada and who is issued an HSBC Mastercard and whose name is embossed on the card. Cardholder may also be referred to as “**You**” and “**Your**”.

Dollars and “**\$**” means Canadian dollars.

Good Standing means, with respect to an Account, that the Primary Cardholder has not advised the Policyholder to close it, it is in compliance with all terms of the Cardholder Agreement and the Policyholder has not suspended or revoked credit privileges or otherwise closed the Account.

Household Member means a spouse, parents, stepparents, grandparents, grandchildren, in-laws, natural or adopted children, stepchildren, siblings, and step-siblings whose permanent residence and address is the same as the Cardholder.

Mobile Device means a new or, if purchased directly from an original equipment manufacturer or Provider, a refurbished cellular phone, smartphone or tablet (portable single-panel touchscreen computer), which has Internet- based and/or wireless communication capabilities, and which has not been purchased by a business and/or used for business or for commercial purposes.

HSBC Mastercard means an HSBC Cash Rewards Mastercard issued by the Policyholder.

Mysterious Disappearance means an article of personal property cannot be located and the circumstances of its disappearance cannot be explained or do not lend themselves to a reasonable inference that a theft occurred.

Original Manufacturer’s Warranty means an express written warranty valid in Canada and issued by the original manufacturer of personal property, excluding any extended warranty offered by the manufacturer or any third party.

Other Insurance means all other applicable valid insurance, indemnity, warranty, or protection available to the Cardholder in respect of a loss subject to a claim under this Certificate of Insurance, including group and individual insurance, credit card coverage (whether group or individual), and any other reimbursement plans.

Plan means a fixed-term contract offered by a wireless service Provider.

Provider means a Canadian wireless service provider.

Purchase Price means the Total Cost paid and charged to the Account if purchasing a Mobile Device outright, or the Total Cost the Cardholder will pay if funding the purchase of a Mobile Device through a Plan.

Total Cost means the cost of a Mobile Device, including any applicable taxes, and less any Trade-In

Credit(s) and costs for fees associated with the Mobile Device purchased such as insurance premiums, customs duty, delivery and transportation costs, or similar costs or fees.

Trade-In Credit(s) means an in-store credit or certificate issued by a retailer of Provider to the Cardholder when the Cardholder trades-in an old mobile device.

PURCHASE ASSURANCE AND EXTENDED WARRANTY INSURANCE

Purchase Assurance and Extended Warranty Insurance are available only to the Cardholder. No other person or entity shall have any right, remedy or claim, legal or equitable to the benefits.

There is a lifetime maximum benefit of \$60,000 per Account.

Purchase Assurance

Benefits

Purchase Assurance coverage automatically protects most new personal items purchased anywhere in the world for 90 days from the date of purchase in the event of loss, damage or theft when the FULL cost of such items is charged to the Account, subject to the Limitations and Exclusions below.

If a covered item is lost, stolen or damaged, upon approval, and as directed by the Insurer, You can proceed with the repair or replacement of the covered item. You will then be reimbursed the repair or replacement cost, not exceeding the covered item’s original price charged to the Account, subject to the terms, exclusions, limitations, and limits of liability set out in this Certificate of Insurance.

Reimbursement will be issued upon the Insurer receiving evidence that the covered item was repaired or replaced, and the cost of repair or replacement has been charged to the Account. If replacing the covered item, the replacement MUST be an identical item. If an identical item is not readily available, the replacement item must be of like kind and quality with comparable features as the original covered item.

Under certain circumstances, the Insurer may, at their sole discretion, choose to reimburse You the covered item’s original price charged to the Account.

Limitations and Exclusions

Purchase Assurance is only available to the extent that the item in question is not otherwise protected or insured in whole or in part.

Purchase Assurance does not cover the following:

1. traveller’s cheques, cash (whether paper or coin), bullion, precious metals, stamps, tickets, documents, negotiable instruments or other property of a similar nature;
2. animals or living plants;

3. golf balls or other sports equipment lost or damaged during the course of normal use;
4. mail order, Internet, telephone purchase or any purchase being shipped until received and accepted by You in new and undamaged condition;
5. automobiles, motorboats, airplanes, motorcycles, motorscooters, snowblowers, riding lawnmowers, golf carts, lawn tractors or any other motorized vehicles (except for miniature electrically powered vehicles intended for recreational use by children) or any of their respective parts or accessories;
6. unmanned aircraft systems;
7. perishables such as food, liquor and/or goods consumed in use;
8. jewellery lost or stolen from baggage unless such baggage is hand carried under the personal supervision of the Cardholder or such cardholder's Travel Companion with the cardholder's knowledge;
9. used or previously owned or refurbished items;
10. one-of-a-kind items, antiques, collectibles, and fine arts; or
11. items purchased by a business, for a business or commercial purpose or commercial gain.

Purchase Assurance does not provide benefits for:

1. losses caused by or resulting from fraud, misuse or lack of care, improper installation, hostilities of any kind (including war, invasion, rebellion or insurrection), confiscation by authorities, risks of contraband, illegal activities, normal wear and tear, flood, earthquake, radioactive contamination, Mysterious Disappearance, or product defects which would not have been covered by the Original Manufacturer's Warranty; or
2. bodily injury, property damage, consequential damages, punitive damages, exemplary damages and legal fees.

Limits of Liability

You are entitled to receive no more than the covered item's original price as recorded on the sales receipt and Account statement.

When the covered item is part of a pair or set, You will receive no more than the value of the particular part or parts lost or damaged regardless of any special value that the item may have as part of an aggregate purchase price of such pair or set.

Extended Warranty

Benefits

Extended Warranty coverage automatically and without registration, provides You with double the period of repair services otherwise provided by the Original Manufacturer's Warranty, to a maximum of one (1) additional year, on most personal items

purchased new when the FULL cost of such items is charged to the Account, subject to the Limitations and Exclusions below.

In all cases, Extended Warranty coverage is limited to personal items with an Original Manufacturer's Warranty of five (5) years or less. Most personal items with an Original Manufacturer's Warranty of more than five (5) years will be covered if registered with the Insurer within the first year of purchase. (Refer to the section "Registration" below).

Extended Warranty benefits apply to any parts and/or labour cost resulting from mechanical breakdown or failure of a covered item, or any other obligation that was specifically covered under the terms of the Original Manufacturer's Warranty.

Upon approval, and as directed by the Insurer, You can proceed with the repair or replacement of the covered item. You will then be reimbursed the repair or replace cost, not exceeding the covered item's original price charged to the Account, subject to the terms, exclusion, limitations, and limits of liability set out in this Certificate of Insurance.

Reimbursement will be issued upon the Insurer receiving evidence that the covered item was repaired or replaced, and the cost of repair or replacement has been charged to the Account. If replacing the covered item, the replacement MUST be an identical item. If an identical item is not readily available, the replacement item must be of like kind and quality with comparable features as the original covered item.

Under certain circumstances, the Insurer may, at their sole discretion, choose to reimburse You the covered item's original price charged to the Account.

Registration (where Original Manufacturer's Warranty is longer than five (5) years)

To register item(s) with an Original Manufacturer's Warranty of more than five (5) years for the Extended Warranty benefit, You must send copies of the following items to the Insurer within one (1) year of the purchase. Call **1-800-668-8680** from within Canada and the United States or **416-977-6066** collect from elsewhere in the world for further information:

1. a copy of the original vendor sales receipt;
2. the "customer copy" of Your credit card receipt;
3. the serial number of the item; and
4. a copy of the Original Manufacturer's Warranty.

Limitations and Exclusions

Extended Warranty coverage ends automatically upon the date when the original manufacturer ceases to carry on business for any reason whatsoever.

Extended Warranty does not cover the following:

1. automobiles, motorboats, aircraft (including unmanned aircraft systems), motorcycles, motorscooters, snowblowers, riding lawn mowers,

- golf carts, lawn tractors, or any other motorized vehicles (except for miniature electrically powered vehicles intended for recreational use by children) or any of their respective parts or accessories;
2. services of any kind;
 3. items purchased by a business and/or used for business or commercial purpose or commercial gain; or
 4. used items or refurbished items.

Extended Warranty does not provide benefits for:

1. losses caused by or resulting from fraud, misuse or lack of care, improper installation, hostilities of any kind (including war, invasion, rebellion or insurrection), confiscation by authorities, risks of contraband, illegal activities, normal wear or tear, flood, earthquake, radioactive contamination or product defects which would not have been covered by the Original Manufacturer's Warranty; or
2. bodily injury, property damage, consequential damages, punitive damages, exemplary damages and legal fees.

How to Claim for Purchase Assurance and Extended Warranty

Immediately after learning of any loss or occurrence and PRIOR to proceeding with any action, repair services, or replacement of the covered item, You must notify the Insurer by calling **1-800-668-8680** from within Canada and the United States or **416-977-6066** collect from elsewhere in the world to obtain a claim form, or file a claim online at cardbenefits.assurant.com.

You MUST keep ORIGINAL copies of all documents required to file a valid claim. Where a claim is due to, or suspected to be caused by, fraud, malicious acts, burglary, robbery, theft or attempt thereof, you MUST give immediate notice to the police or other authorities having jurisdiction.

You must complete and sign the claim form which must contain the time, place, cause and amount of loss, and include the following:

1. Account statement showing Your name, account number, and charge for the covered item;
2. original vendor's sales receipt showing the vendor information, date, description of the item purchased, and total cost;
3. copy of written repair estimate (for Purchase Assurance damage and Extended Warranty claims);
4. photographs of the damaged item (for Purchase Assurance damage claims);
5. copy of the police report (for Purchase Assurance theft claims);
6. a copy of the Original Manufacturer's Warranty (for Extended Warranty Claims);

7. copy of a loss report or other report from the location of the occurrence, issued at the location where the covered item was lost, stolen, or damaged (for Purchase Assurance claims);
8. copy of Your homeowner's or renter's insurance policy or any document detailing Other Insurance or protection and/or reimbursements received for the occurrence; and
9. any other information reasonably required by the Insurer to determine coverage eligibility.

You are responsible for any charges incurred for the completion of all forms and the provision of all required documentation.

At the sole discretion of the Insurer, You may be required to send, at your own expense, the damaged item on which a claim is based to the Insurer in order to support Your claim. Payment made in good faith will discharge the Insurer to the extent of this claim.

Your failure to provide proof of loss within 90 days from the date of loss or damage may result in denial of Your claim.

MOBILE DEVICE INSURANCE

Eligibility

You are eligible for Mobile Device Insurance when You purchase a Mobile Device anywhere in the world, and You:

1. charge the Total Cost to Your Account. If the Mobile Device is equipped with cellular data technology, You must also activate Your Mobile Device with a Provider; or
2. charge any portion of the Total Cost that is required to be paid up-front to Your Account, fund the balance of the Total Cost through a Plan, and charge all monthly wireless bill payments to Your Account for the duration of Your Plan; or
3. fund the Total Cost through a Plan and charge all the monthly wireless bill payments to Your Account for the duration of the Plan.

Coverage Period

Mobile Device coverage takes effect on the later of:

1. 30 days from the date of purchase of Your Mobile Device; and
2. the date the first monthly wireless bill payment is charged to Your Account.

Mobile Device coverage ends on the earlier of:

1. two years from the date of purchase;
2. the date ONE monthly wireless bill payment was not charged to Your Account, if You are funding the Total Cost of Your Mobile Device through a Plan;
3. the date the Account ceases to be in Good Standing; and
4. the date You cease to be eligible for coverage.

Benefits

If a Mobile Device is lost, stolen or suffers mechanical breakdown or Accidental Damage, upon approval, and as directed, by the Insurer, You can proceed with the repair or replacement of Your Mobile Device. You will then be reimbursed the repair or replacement cost, not exceeding the depreciated value† of Your Mobile Device at date of loss, less the deductible††, to a maximum of \$1,000, subject to the terms, exclusions, and limitations set out in this Certificate of Insurance.

Reimbursement will be issued only upon the Insurer receiving evidence that the Mobile Device was repaired or replaced, and the cost of repair or replacement has been charged to the Account. A replacement Mobile Device must be of the same make and model as the original Mobile Device, or in the event the same make and model is not available, of like kind and quality with comparable features and functionality as the original Mobile Device

† The depreciated value of Your Mobile Device at date of loss is calculated by deducting from the Purchase Price of Your Mobile Device, the depreciation rate of 2% for each completed month from the date of purchase.

†† The amount of the deductible is based on the Total Cost of Your Mobile Device less any applicable taxes, as determined from the following table:

Total Cost (Less Taxes)	Applicable Deductible
\$0 – \$200	\$25
\$200.01 – \$400	\$50
\$400.01 – \$600	\$75
\$600.01 or more	\$100

For example: If You purchase a Mobile Device for a Purchase Price of \$800 (\$700 + \$100 in applicable taxes) on May 1, and file a claim on January 21 of the following year, the maximum reimbursement will be calculated as follows:

- Calculation of the depreciated value of Your Mobile Device:

Purchase Price	\$800
Less depreciation cost 2% x 8 months x \$800 =	– \$128
Depreciated value	\$672
- Calculation of the maximum reimbursement:

Depreciated value	\$672
Less deductible (based on Total Cost)	– \$100
Maximum reimbursement	\$572

In the event You file a valid repair claim and the cost of repair is \$500, including applicable taxes, upon approval of Your claim, the maximum reimbursement available to You will be \$500.

In the event Your Mobile Device is lost or stolen and, upon approval of Your claim, You purchase a replacement Mobile Device for a price of \$800 including applicable taxes, the maximum reimbursement available to You will be \$572.

All claims are subject to the terms, conditions, exclusions, and limitations set out in this Certificate of Insurance.

Limitations and Exclusions

This coverage complements but does not replace the manufacturer's warranty or warranty obligations. This coverage does, however, provide certain additional benefits for which the manufacturer may not provide coverage. Parts and services covered by the manufacturer's warranty and warranty obligations are the responsibility of the manufacturer only.

The maximum number of claims under Your Accounts is limited to one claim in any 12 consecutive month period and two claims in any 48 consecutive month period.

Mobile Device Insurance does not cover:

- accessories, whether included with Your Mobile Device in the original manufacturer's package or purchased separately;
- batteries;
- Mobile Devices purchased for resale, professional or commercial use;
- used or previously owned Mobile Devices;
- refurbished Mobile Devices (unless provided as a replacement for Your Mobile Device under the manufacturer's warranty or purchased directly from an original equipment manufacturer or Canadian Provider);
- Mobile Devices that have been modified from their original state;
- Mobile Devices being shipped, until received and accepted by You in new and undamaged condition; and
- Mobile Devices stolen from baggage unless such baggage is hand-carried under the personal supervision of the Cardholder or the Cardholder's travelling companion with the Cardholder's knowledge.

No benefits are payable for:

- losses or damage resulting directly or indirectly from:
 - fraud, misuse or lack of care, improper installation, hostilities of any kind (including war, invasion, rebellion or insurrection), confiscation by authorities, risks of contraband, illegal

- activities, normal wear or tear, flood, earthquake, radioactive contamination, Mysterious Disappearance or product defects which would not have been covered by the Original Manufacturer's Warranty;
- b) power surges, artificially generated electrical currents or electrical irregularities;
 - c) any occurrence that results in catastrophic damage beyond repair, such as the device separating into multiple pieces;
 - d) cosmetic damage that does not affect functionality;
 - e) software, cellular/wireless service provider or network issues; or
 - f) theft or intentional or criminal acts by the Cardholder or Household Members; and
2. incidental and consequential damages including bodily injury, loss of use, property, punitive and exemplary damages and legal fees.

How to Claim

PRIOR to proceeding with any action or repair services or replacement of the Mobile Device, You must first obtain the Insurer's approval. Failure to do so will make Your claim ineligible.

Immediately after a loss or an occurrence which may lead to a loss covered under Mobile Device Insurance occurs, but in no event later than 30 days from the date of loss, You must contact the Insurer by calling **1-800-668-8680** to obtain a claim form, or file a claim online at **cardbenefits.assurant.com**.

In the event of loss or theft, You must notify Your Provider to suspend Your wireless services within 48 hours of the date of loss. In addition, in the event of theft, You must also notify the police within seven days of the date of loss.

You must submit a completed claim form containing the time, place, cause and amount of loss, and provide documentation to substantiate Your claim including:

1. the original sales receipt or similar document detailing the date of purchase, description of Your Mobile Device, and any pay upfront amounts and trade-in credits;
2. a copy of your Wireless Service Agreement or similar document indicating the date, a description of Your Mobile Device and the non-subsidized retail cost of Your Mobile Device;
3. the date and time you notified Your Provider of loss or theft;
4. a copy of the original manufacturer's warranty (for mechanical failure claims) may be required;
5. a copy of the written repair estimate (for mechanical failure and Accidental Damage claims);
6. if You purchased Your Mobile Device outright, Your Account statement showing the Purchase Price;

7. if Your Mobile Device was funded through a Plan, Your Account statement showing any portion of the Total Cost paid up-front, if applicable, and credit card statements for up to 12 months immediately preceding the date of loss showing Your monthly wireless bill charged to Your Account;
8. a copy of any document detailing any Other Insurance or protection and reimbursements received for this occurrence;
9. a police report, fire loss report, or other report of the occurrence, from the location where Your Mobile Device was lost, stolen, or damaged.

You must obtain a written estimate of the cost to repair Your Mobile Device by a repair facility authorized by the original Mobile Device manufacturer. At the sole discretion of the Insurer, You may be required to send the damaged Mobile Device which a claim is based on, to the Insurer, at Your own expense, in order to support Your claim.

GENERAL PROVISIONS AND STATUTORY CONDITIONS

Unless otherwise expressly provided herein or in the Policy, the following general provisions apply to all the insurance coverage described in this Certificate of Insurance.

Notice and Proof of Claim: Immediately after learning of a loss, or an occurrence which may lead to a loss under any of these insurance benefits, notify the Insurer. You will then be sent a claim form.

Written notice of claim (on a claim form or other written notification) must be given to the Insurer as soon as is reasonably possible, but in all events must be provided no later than 90 days from the date of loss.

Failure to provide notice or furnish proof of claim within the time prescribed herein does not invalidate the claim if the notice or proof is given or furnished as soon as reasonably possible, and in no event later than 1 year from the date the loss occurred if it is shown that it was not reasonably possible to give notice or furnish proof within the time so prescribed.

If the notice or proof is given or furnished after 1 year, Your claim will not be paid.

Gifts

Eligible items that You give as gifts are covered. In the event of a claim, You, not the recipient of the gift, must make the claim for benefits.

Other Insurance

Benefits are in excess of all Other Insurance available to You in respect of the covered item or Mobile Device subject to the claim.

The Insurer will be liable only:

- for the amount of loss or damage over the amount covered under such Other Insurance and for the amount of any applicable deductible, and

- if all such Other Insurance has been claimed under and exhausted, and further subject to the terms, exclusions, limitations, and limits of liability set out in this Certificate of Insurance.

This coverage will not apply as contributing insurance notwithstanding any provision in any Other Insurance.

Termination of Coverage

Coverage ends on the earliest of:

- the date the Account is cancelled, closed or ceases to be in Good Standing;
- the date the Cardholder ceases to be eligible for coverage; and
- the date the Policy terminates.

No coverage will be provided for items purchased after the Policy termination date.

Subrogation

Following payment of a Cardholder's claim for loss or damage, the Insurer shall be subrogated to the extent of the amount of such payment, to all of the rights and remedies of the Cardholder against any party in respect of such loss or damage and shall be entitled at its own expense to sue in the name of the Cardholder. The Cardholder shall give the Insurer all such assistance as is reasonably required to secure its rights and remedies, including the execution of all documents necessary to enable the Insurer to bring suit in the name of the Cardholder.

Due Diligence

The Cardholder shall use diligence and do all things reasonable to avoid or diminish any loss of or damage to property protected by the Policy.

False Claim

If You make a claim knowing it to be false or fraudulent in any respect, You shall no longer be entitled to this insurance, nor to the payment of any claim under the Policy.

Legal Action

Every action or proceeding against an insurer for the recovery of insurance money payable under the contract is absolutely barred unless commenced within the time set out in the *Insurance Act*, *Limitations Act*, or other applicable legislation in the Primary Cardholder's province or territory.

If You Have a Concern or Complaint

If You have a concern or complaint about Your coverage, please call the Insurer at **1-800-668-8680**. The Insurer will do its best to resolve Your concern or complaint. If for some reason the Insurer is unable to do so to Your satisfaction, You may pursue the concern or complaint in writing to an independent external organization. You may also obtain detailed information for the Insurer's

resolution process and the external recourse either by calling the Insurer at the number listed above or at: assurant.ca/customer-assistance

Privacy

The Insurer may collect, use, and share personal information provided by You to the Insurer, and obtained from others with Your consent, or as required or permitted by law. The Insurer may use the information to serve You as a customer and communicate with You. The Insurer may process and store Your information in another country, which may be subject to access by government authorities under applicable laws of that country. You may obtain a copy of the Insurer's privacy policy by calling **1-888-778-8023** or from their website: assurant.ca/privacy-policy. If You have any questions or concerns regarding the privacy policy or Your options for refusing or withdrawing this consent, You may call the Insurer at the number listed above.

End of Certificate of Insurance